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8 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**  
9 **IN AND FOR THE COUNTY OF MARICOPA**

10 STATE OF ARIZONA, ex rel. THOMAS C.  
HORNE, Attorney General,

11 Plaintiff,

12 -vs-

13 LANCASTER ARMS, LLC, an Arizona  
14 limited liability company, and CHESTER G.  
DURDA and MARSHA DURDA, husband  
15 and wife,

16 Defendants.

Case No: CV2011-021514

**COMPLAINT**

(Unclassified Civil)

17  
18 For its complaint, Plaintiff, the State of Arizona upon the relation of Thomas C. Horne,  
19 Attorney General ("the State"), alleges as follows:

20 **INTRODUCTION**

21 1. Lancaster Arms, LLC ("Lancaster Arms"), from various locations in Maricopa  
22 County, represented to consumers, including weapons dealers, on the internet and through  
23 verbal representations made by Defendant Chester Durda, that Lancaster Arms sold weapons,  
24 parts and accessories to consumers, either directly or through licensed weapons dealers, as well  
25 as to weapons dealers themselves, and, additionally, that it provided weapon kit assembly  
26 services for consumers who sent Lancaster Arms their weapon kits. Since at least February,

1 2009 to as recently as September, 2011, Lancaster Arms did not provide weapons to dozens of  
2 consumers who, collectively, paid thousands of dollars in advance for weapons and, moreover,  
3 Lancaster Arms did not provide those consumers with refunds. Additionally, Lancaster Arms  
4 sold weapons that were subject to its "Limited Life Time Warranty" and failed to repair those  
5 weapons when returned to it by consumers and subsequently failed to provide refunds for the  
6 damaged and un-repaired weapons. Finally, Lancaster Arms received weapon kits from  
7 consumers who paid in advance for Lancaster Arms' assembly services and did not provide the  
8 services, did not return the weapon kits to the consumers, and did not refund the advance fees  
9 paid by the consumers.

10 2. The State alleges that the Defendants violated the Arizona Consumer Fraud Act,  
11 Arizona Revised Statutes ("A.R.S.") § 44-1521 et seq., by failing to provide consumers with  
12 promised merchandise and services for which it accepted advance payments and subsequently  
13 failing to provide refunds to those consumers and, in some cases, failing to return the  
14 consumer's unassembled weapon kits to them.

#### 15 JURISDICTION AND VENUE

16 3. This action is brought pursuant to the Arizona Consumer Fraud Act to obtain  
17 injunctive relief to prevent the unlawful acts and practices alleged in this Complaint and other  
18 relief, including restitution, civil penalties, costs of investigation and attorney's fees.

19 4. This Court has jurisdiction to enter appropriate orders both prior to and following  
20 a determination of liability pursuant to the Arizona Consumer Fraud Act.

21 5. Venue is appropriate in Maricopa County pursuant to A.R.S. § 12-401.

#### 22 PARTIES

23 6. Plaintiff Thomas C. Horne is the Attorney General of Arizona.

24 7. Defendant Lancaster Arms, LLC is an Arizona limited liability company that  
25 represents, over the internet and in direct communications with consumers, that it manufactures  
26 weapons for sale to consumers, including weapons dealers, that it provides assembly services for

1 weapon kits provided to it by consumers, and that it sells other related parts and accessories.

2 8. Defendant Chester G. Durda is a resident of Maricopa County, Arizona and, at all  
3 times material to this Complaint, was an owner of Lancaster Arms and, acting alone or in  
4 concert with others, with actual and/or constructive knowledge, approved, endorsed, ratified,  
5 controlled or otherwise participated in the illegal acts and practices alleged herein. Further,  
6 Defendant Durda's alleged actions were taken in furtherance of his and Defendant Marsha  
7 Durda's marital community.

### 8 FACTUAL BACKGROUND

9 9. At all times relevant to this Complaint, Lancaster Arms represented to consumers,  
10 in advertising on the internet and through verbal representations made by Defendant Chester  
11 Durda, that Lancaster Arms manufactured and sold weapons to consumers, including weapons  
12 dealers.

13 10. At all times relevant to this Complaint, Lancaster Arms required advance payment  
14 for the weapons that it sold to consumers.

15 11. Beginning as early as February, 2009 to as recently as September, 2011, Lancaster  
16 Arms failed to deliver weapons that had been ordered and paid for by dozens of consumers  
17 months or years earlier and failed to provide those consumers with refunds of their fees.

18 12. At all times relevant to this Complaint, Lancaster Arms represented to consumers,  
19 in advertising on the internet or through verbal representations made by Chester Durda, that  
20 Lancaster Arms provided weapon kit assembly services to consumers who sent Lancaster Arms  
21 their weapon kits.

22 13. At all times relevant to this Complaint, Lancaster Arms required advance payment  
23 for its weapon kit assembly services.

24 14. Beginning as early as October, 2010, Lancaster Arms received weapons kits from  
25 consumers for assembly, along with advance payments for the services, and failed to provide the  
26 assembly services, failed to return the weapon kits to the consumers, and failed to refund the

1 fees paid by the consumers.

2 15. At all times relevant to this Complaint, Lancaster Arms advertised a "Limited Life  
3 Time Warranty" on most of the weapons that it manufactured and sold.

4 16. Beginning as early as October, 2010, Lancaster Arms delivered weapons to  
5 consumers that were defective in some way and were subject to Lancaster Arms' Limited Life  
6 Time Warranty and that were subsequently returned to Lancaster Arms for warranty work.

7 17. Beginning as early as October, 2010, Lancaster Arms failed to provide warranty  
8 services for covered weapons that were returned to it by consumers and failed to provide refunds  
9 to consumers for those weapons.

10 **CLAIM FOR RELIEF**

11 **Consumer Fraud Act, A.R.S. § 44-1521, et seq.**

12 Plaintiff re-alleges the prior allegations of this Complaint as though fully set forth  
13 herein.

14 18. The Defendants engaged in the use of deception, deceptive acts or practices, fraud,  
15 false pretense, false promise, misrepresentation, or concealment, suppression or omission of any  
16 material fact with intent that others rely upon such concealment, suppression or omission, in  
17 connection with its advertisement, sale or delivery of services. Such acts and practices include:

18 19. Advertising the sale of merchandise and services to consumers and accepting  
19 advance payment for such merchandise and services, without delivering the merchandise or  
20 services and failing to provide refunds to consumers;

21 21. Representing that certain weapons that it manufactured were covered by Lancaster  
22 Arms' Limited Life Time Warranty and failing to provide warranted repair services for weapons  
23 that were defective and that were returned to it by consumers for repairs, and subsequently  
24 failing to provide refunds to consumers for those defective, un-repaired weapons, and;

25 22. Representing to consumers that Lancaster Arms would assemble weapon kits sent  
26 to it by consumers, along with advance payment for the service, and failing to provide such

1 services, failing to return weapon kits to consumers, and failing to refund advance fees paid for  
2 such un-performed services.

3 23. At all times relevant to this Complaint, Lancaster Arms and Chester Durda acted  
4 willfully, in violation of A.R.S. § 44-1531.

5 **PRAYER FOR RELIEF**

6 Wherefore, Plaintiff respectfully requests that the Court:

7 1. Enter an injunction against the Defendants prohibiting them from engaging in the  
8 unlawful acts and practices alleged in this Complaint and from doing any acts in furtherance of  
9 such acts and practices, pursuant to A.R.S. §§ 44-1528;

10 2. Order Defendants to restore to all persons any money and property acquired by  
11 any unlawful means or practice alleged in the Complaint, as deemed appropriate by the Court  
12 pursuant to A.R.S. § 44-1528;

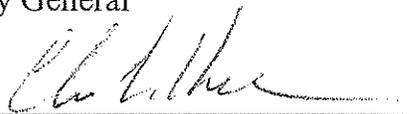
13 3. Order Defendants to pay to the State of Arizona a civil penalty of no more than  
14 \$10,000 for each willful violation of the Consumer Fraud Act, pursuant to A.R.S. § 44-1531;

15 4. Order Defendants to pay the State of Arizona its costs of investigation and  
16 prosecution of this matter, including reasonable attorneys' fees, pursuant to A.R.S. § 44-1534,  
17 and;

18 5. Such other and further relief as the Court deems just and proper.

19 RESPECTFULLY SUBMITTED this 6th day of December, 2011.

20  
21 THOMAS C. HORNE  
Attorney General

22  
23 By:   
24 Cherie L. Howe  
Assistant Attorney General  
25 Attorney for Plaintiff  
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